



GENERAL TERMS

Oracle General Terms Reference:	(TO BE COMPLETED BY ORACLE)
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These General Terms (these “General Terms”) are between Oracle Corporation UK Limited (“Oracle”) and the individual or entity identified below in the signature block. To place orders subject to these General Terms, at least one Schedule (as defined below) must be incorporated into these General Terms. If a term is relevant only to a specific Schedule, that term will apply only to that Schedule if and/or when that Schedule is incorporated into these General Terms.

1. DEFINITIONS

- 1.1 “**Hardware**” refers to the computer equipment, including components, options and spare parts.
- 1.2 “**Integrated Software**” refers to any software or programmable code that is (a) embedded or integrated in the Hardware and enables the functionality of the Hardware or (b) specifically provided to You by Oracle under Schedule H and specifically listed (i) in accompanying documentation, (ii) on an Oracle webpage or (iii) via a mechanism that facilitates installation for use with Your Hardware. Integrated Software does not include and You do not have rights to (a) code or functionality for diagnostic, maintenance, repair or technical support services; or (b) separately licensed applications, operating systems, development tools, or system management software or other code that is separately licensed by Oracle. For specific Hardware, Integrated Software includes Integrated Software Options (as defined in Schedule H) separately ordered.
- 1.3 “**Master Agreement**” refers to these General Terms (including any amendments thereto) and all Schedule(s) incorporated into the Master Agreement (including any amendments to those incorporated Schedule(s)). The Master Agreement governs Your use of the Products and Service Offerings ordered from Oracle or an authorized reseller.
- 1.4 “**Operating System**” refers to the software that manages Hardware for Programs and other software.
- 1.5 “**Products**” refers to Programs, Hardware, Integrated Software and Operating System.
- 1.6 “**Programs**” refers to (a) the software owned or distributed by Oracle that You have ordered under Schedule P, (b) Program Documentation and (c) any Program updates acquired through technical support. Programs do not include Integrated Software or any Operating System.
- 1.7 “**Program Documentation**” refers to the Program user manual and Program installation manuals. Program Documentation may be delivered with the Programs. You may access the documentation online at <http://oracle.com/contracts>.
- 1.8 “**Schedule**” refers to all Oracle Schedules to these General Terms as identified in Section 2.
- 1.9 “**Separate Terms**” refers to separate license terms that are specified in the Program Documentation, readmes or notice files and that apply to Separately Licensed Third Party Technology.
- 1.10 “**Separately Licensed Third Party Technology**” refers to third party technology that is licensed under Separate Terms and not under the terms of the Master Agreement.

1.11 “**Service Offerings**” refers to technical support, education, hosted/outsourcing services, cloud services, consulting, advanced customer support services, or other services which You have ordered. Such Service Offerings are further described in the applicable Schedule.

1.12 “**You**” and “**Your**” refers to the individual or entity that has executed these General Terms.

2. MASTER AGREEMENT TERM AND APPLICABLE SCHEDULES

Orders may be placed under the Master Agreement for five years from the Effective Date (indicated below in Section 17). As of the Effective Date, the following Schedules are incorporated into the Master Agreement: *Schedule S – Services*.

The Schedules set forth terms and conditions that apply specifically to certain types of Oracle offerings which may be different than, or in addition to, these General Terms.

3. SEGMENTATION

The purchase of any Products and related Service Offerings or other Service Offerings are all separate offers and separate from any other order for any Products and related Service Offerings or other Service Offerings you may receive or have received from Oracle. You understand that you may purchase any Products and related Service Offerings or other Service Offerings independently of any other Products or Service Offerings. Your obligation to pay for (a) any Products and related Service Offerings is not contingent on performance of any other Service Offerings or delivery of any other Products or (b) other Service Offerings is not contingent on delivery of any Products or performance of any additional/other Service Offerings.

4. OWNERSHIP

Oracle or its licensors retain all ownership and intellectual property rights to the Programs, Operating System, Integrated Software and anything developed or delivered under the Master Agreement.

5. INDEMNIFICATION

5.1 Subject to sections 5.5, 5.6 and 5.7 below, if a third party makes a claim against either You or Oracle (“Recipient” which may refer to You or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, data, hardware, or material (collectively, “Material”) furnished by either You or Oracle (“Provider” which may refer to You or Oracle depending on which party provided the Material) and used by the Recipient infringes the third party’s intellectual property rights, the Provider, at the Provider’s sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- b. gives the Provider sole control of the defense and any settlement negotiations; and
- c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

5.2 If the Provider believes or it is determined that any of the Material may have violated a third party’s intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid to the other party for it and, if Oracle is the Provider of an infringing Program, any unused, prepaid technical support fees You have paid to Oracle for the license of the infringing Program. If such return materially affects Oracle’s ability to meet its obligations under the relevant order, then Oracle may, at its option and upon 30 days prior written notice, terminate the order.

- 5.3 Notwithstanding the provisions of section 5.2 and with respect to hardware only, if the Provider believes or it is determined that the hardware (or portion thereof) may have violated a third party's intellectual property rights, the Provider may choose to either replace or modify the hardware (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may remove the applicable hardware (or portion thereof) and refund the net book value and, if Oracle is the Provider of infringing Hardware, any unused, prepaid technical support fees You have paid to Oracle for the Hardware.
- 5.4 In the event that the Material is Separately Licensed Third Party Technology and the associated Separate Terms do not allow termination of the license, in lieu of ending the license for the Material, Oracle may end the license for, and require return of, the Program associated with that Separately Licensed Third Party Technology and shall refund any Program license fees You may have paid to Oracle for the Program license and any unused, prepaid technical support fees You have paid to Oracle for the Program license.
- 5.5 Provided You are a current subscriber to Oracle technical support services for the Operating System (e.g., Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems or Oracle Linux Premier Support), then for the period of time for which You were a subscriber to the applicable Oracle technical support services (a) the phrase "Material" above in section 5.1 shall include the Operating System and the Integrated Software and any Integrated Software Options that You have licensed and (b) the phrase "Program(s)" in this section 5 is replaced by the phrase "Program(s) or the Operating System or Integrated Software or Integrated Software Options (as applicable)" (i.e., Oracle will not indemnify You for Your use of the Operating System and/or Integrated Software and/or Integrated Software Options when You were not a subscriber to the applicable Oracle technical support services). Notwithstanding the foregoing, with respect solely to the Linux operating system, Oracle will not indemnify You for Materials that are not part of the Oracle Linux covered files as defined at <http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf>.
- 5.6 The Provider will not indemnify the Recipient if the Recipient alters Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of Material which was provided to the Recipient, or if the Recipient continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Oracle will not indemnify You for any portion of an infringement claim that is based upon the combination of any Material with any products or services not provided by Oracle. Solely with respect to Separately Licensed Third Party Technology that is part of or is required to use a Program and that is used: (a) in unmodified form; (b) as part of or as required to use a Program; and (c) in accordance with the license grant for the relevant Program and all other terms and conditions of the Master Agreement, Oracle will indemnify You for infringement claims for Separately Licensed Third Party Technology to the same extent as Oracle is required to provide infringement indemnification for the Program under the terms of the Master Agreement. Oracle will not indemnify You for infringement caused by Your actions against any third party if the Program(s) as delivered to You and used in accordance with the terms of the Master Agreement would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify You for any intellectual property infringement claim(s) known to You at the time license rights are obtained.
- 5.7 This section provides the parties' exclusive remedy for any infringement claims or damages.

6. TERMINATION

- 6.1 If either of us breaches a material term of the Master Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the Master Agreement. If Oracle terminates the Master Agreement as specified in the preceding sentence, You must pay within 30 days all amounts which have accrued prior to such termination, as well as all sums remaining unpaid for Products ordered and/or Service Offerings received under the Master Agreement plus related taxes and expenses.

Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if you are in default under the Master Agreement, You may not use those Products or Service Offerings ordered.

6.2 If You have used an Oracle Financing Division contract to pay for the fees due under an order and You are in default under that contract, You may not use the Products and/or Service Offerings that are subject to such contract.

6.3 Provisions that survive termination or expiration are those relating to limitation of liability, infringement indemnity, payment and others which by their nature are intended to survive.

7. FEES AND TAXES; PRICING, INVOICING AND PAYMENT OBLIGATION

7.1 All fees payable to Oracle are due within 30 days from the invoice date. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the Products and/or Service Offerings You ordered, except for taxes based on Oracle's income. Also, You will reimburse Oracle for reasonable expenses related to providing Service Offerings.

7.2 You understand that You may receive multiple invoices for the Products and Service Offerings You ordered. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, which may be accessed at <http://oracle.com/contracts>.

8. NONDISCLOSURE

8.1 By virtue of the Master Agreement, the parties may have access to information that is confidential to one another ("**Confidential Information**"). We each agree to disclose only information that is required for the performance of obligations under the Master Agreement. Confidential Information shall be limited to the terms and pricing under the Master Agreement and all information clearly identified as confidential at the time of disclosure.

8.2 A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

8.3 We each agree not to disclose each other's Confidential information to any third party other than those set forth in the following sentence for a period of three years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party. We may disclose Confidential Information only to those employees or agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than under the Master Agreement. Nothing shall prevent either party from disclosing the terms or pricing under the Master Agreement or orders submitted under the Master Agreement in any legal proceeding arising from or in connection with the Master Agreement or disclosing the Confidential Information to a governmental entity as required by law.

9. ENTIRE AGREEMENT

9.1 You agree that the Master Agreement and the information which is incorporated into the Master Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, are the complete agreement for the Products and/or Service Offerings ordered by You and supersede all prior or contemporaneous agreements or representations, written or oral, regarding such Products and/or Service Offerings. Nothing in this agreement excludes or limits Oracle's liability for deceit or fraudulent misrepresentation.

9.2 It is expressly agreed that the terms of the Master Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal or any other similar non-Oracle document and no terms included in any such purchase order, portal or other non-Oracle document shall apply to the Products and/or Service Offerings ordered. In the event of inconsistencies between the terms of any Schedule and these General Terms, the Schedule shall take precedence. In the event of any inconsistencies between the terms of an order and the Master Agreement, the order shall take precedence. The Master Agreement and orders may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the Oracle Store by authorized representatives of You and of Oracle. Any notice required under the Master Agreement shall be provided to the other party in writing.

10. LIMITATION OF LIABILITY

NOTHING IN THIS AGREEMENT SHALL LIMIT ORACLE'S LIABILITY FOR PERSONAL INJURY OR DEATH CAUSED BY THE NEGLIGENCE OF ORACLE, OR ORACLE'S LIABILITY IN THE TORT OF DECEIT. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. FOR ANY DAMAGES THAT RESULT FROM YOUR USE OF PRODUCTS OR SERVICE OFFERINGS, ORACLE'S LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT PRODUCT OR SERVICE OFFERINGS GIVING RISE TO THE LIABILITY. IN NO EVENT SHALL ORACLE'S LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE MASTER AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE EXCEED THE AMOUNT OF THE FEES YOU PAID ORACLE UNDER THE SCHEDULE GIVING RISE TO THE LIABILITY.

11. EXPORT

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Products. You agree that such export laws govern Your use of the Products (including technical data) and any Service Offerings deliverables provided under the Master Agreement, and You agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, Product and/or materials resulting from Service Offerings (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. You shall include the following notice on packing lists, commercial invoices, shipping documents and other documents used in the transfer, export or re-export of the Products and any Service Offerings deliverables: "These commodities, technology, software, or hardware (including any Integrated Software and Operating System(s)) were exported in accordance with U.S. Export Administration Regulations and applicable export laws. Diversion contrary to applicable export laws is prohibited."

12. FORCE MAJEURE

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic, electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export, import or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed Service Offerings and affected orders upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for Products and Service Offerings ordered or delivered.

13. GOVERNING LAW AND JURISDICTION

The Master Agreement is governed by English law and You and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts of England in any dispute arising out of or relating to the Master Agreement.

14. NOTICE

If You have a dispute with Oracle or if You wish to provide a notice under the Indemnification section of these General Terms, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle Corporation UK Ltd, Oracle Parkway, Thames Valley Park, Reading, Berkshire RG6 1RA, marked for the attention of the Director of Legal Services, Legal Department.

15. ASSIGNMENT

You may not assign the Master Agreement or give or transfer the Programs, Operating System, Integrated Software and/or any Service Offerings or an interest in them to another individual or entity. If You grant a security interest in the Programs, Operating System, Integrated Software and/or any Service Offerings deliverables, the secured party has no right to use or transfer the Programs, Operating System, Integrated Software and/or any Service Offerings deliverables, and if You decide to finance Your acquisition of any Products and/or any Service Offerings, You will follow Oracle's policies regarding financing which are at <http://oracle.com/contracts>. The foregoing shall not be construed to limit the rights You may otherwise have with respect to the Linux operating system, third party technology or Separately Licensed Third Party Technology licensed under open source or similar license terms.

16. OTHER

- 16.1 Oracle is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance.
- 16.2 If any term of the Master Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of the Master Agreement.
- 16.3 Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to the Master Agreement may be brought by either party more than two years after the cause of action has accrued.
- 16.4 Products and Service Offerings deliverables are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Products and Service Offerings deliverables in such applications.
- 16.5 If requested by an authorized reseller on Your behalf, You agree Oracle may provide a copy of the Master Agreement to the authorized reseller to enable the processing of Your order with that authorized reseller.
- 16.6 A person who is not a party to this agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party that exists or is available aside from that Act. You understand that Oracle's business partners, including any third party firms retained by You to provide consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for nor bound by any acts of any such business partner unless (i) the business partner is providing services as an Oracle subcontractor in furtherance of an order placed under the Master Agreement and (ii) only to the same extent as Oracle would be responsible for the performance of Oracle resources under that order.

17. MASTER AGREEMENT EFFECTIVE DATE

The Effective Date of the Master Agreement is _____. (DATE TO BE COMPLETED BY ORACLE)

		Oracle Corporation UK Limited	
Signature	_____	Signature	_____
Name	_____	Name	_____
Title	_____	Title	_____
Signature Date	_____	Signature Date	_____

Oracle Corporation UK Ltd is a company registered in England & Wales with Company No. 1782505 with its registered office at Oracle Parkway, Thames Valley Park, Reading, Berkshire RG6 1RA



Schedule S - Services

Oracle Corporation UK Limited ("Oracle")
Oracle Parkway, Thames Valley Park, Reading,
Berkshire, RG6 1RA

Your Name:	
General Terms Reference:	
Schedule Reference:	

This Services Schedule (this "Schedule S") is a Schedule to the General Terms referenced above. The General Terms and this Schedule S, together with any other Schedules that reference the General Terms, are the Master Agreement. This Schedule S shall coterminate with the General Terms.

1. DEFINITIONS

- 1.1 **"Services"** refers to consulting, advanced customer support services, education or other services which you have ordered from Oracle under this Schedule S.
- 1.2 Capitalized terms used but not defined in this Schedule S have the meanings set forth in the General Terms.

2. RIGHTS GRANTED / RESTRICTIONS

- 2.1 Upon payment for Services, You have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for Your internal business operations anything developed by Oracle and delivered to You under this Schedule S ("deliverables"); however, certain deliverables may be subject to additional license terms provided in the order.
- 2.2 You may allow Your agents and contractors (including, without limitation, outsourcers) to use deliverables for Your internal business operations and You are responsible for their compliance with the General Terms and this Schedule S in such use.
- 2.3 Services provided may be related to Your license to use Products owned or distributed by Oracle which You acquire under a separate order. The agreement referenced in that order shall govern Your use of such Products.

3. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

Oracle warrants that Services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any warranty deficiencies within 90 days from performance of the deficient Services.

FOR ANY BREACH OF THE WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE RE-PERFORMANCE OF THE DEFICIENT SERVICES, OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT SERVICES.

TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND ALL OTHER WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, ARE EXPRESSLY EXCLUDED, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.



**ADVANCED CUSTOMER SUPPORT SERVICES
ORDERING DOCUMENT**

Customer Name:
Customer Address:
Company Registration
Number:

Oracle Corporation UK Limited
Oracle Parkway, Thames Valley Park,
Reading, Berkshire, RG6 1RA
Oracle Corporation UK Limited is a company
incorporated in England and Wales. Company
Reg. No. 1782505. Registered Office: as above.

ORACLE CONTRACT INFORMATION

Oracle Master Agreement General Terms Reference: _____
Oracle Master Agreement Schedule: Schedule S

Ordering Document Number: _____

This ordering document incorporates by reference the terms of the Master Agreement specified above and all amendments thereto (the "Master Agreement").

A. SERVICES

You have ordered the Services listed below in the table and detailed in the attached exhibit(s), which are incorporated herein by reference.

All fees on this ordering document are in Pound Sterling.

Services	Reference	Fees*
Fixed Scope Services	Exhibit1-FPE-####	£
A. Oracle Migration Service		
Estimated Expenses		£
Fees		£

*Labor and Expenses are in accordance with the referenced exhibit(s). The fees and estimates stated in any exhibit do not include taxes.

All fees payable to Oracle are due within thirty (30) days from the invoice date. Invoices for Services performed under separate exhibits may be provided separately.

B. ADDITIONAL TERMS

1. Contact Information.

Oracle ACS Services Sales Representative:

Name:	
Address:	
Phone:	
Fax:	
Email:	

Your Billing/Accounts Payable Contact:

Name:	
Address:	
Phone:	
Fax:	
Email:	

2. Order of Precedence. In the event of any inconsistencies between (i) the Master Agreement and this ordering document, this ordering document shall take precedence, and (ii) this ordering document (excluding exhibits) and any attached exhibits, the exhibits shall take precedence.
3. Change Control Process. Any request for any change in Services must be in writing; this includes requests for changes in project plans, scope, specifications, schedule, designs, requirements, service deliverables, software environment, hardware environment or any other aspect of Your order. Oracle shall not be obligated to perform tasks related to changes in time, scope, cost, or contractual obligations until You and Oracle agree in writing to the proposed change in an amendment to this ordering document and/or applicable exhibit(s).
4. Your General Obligations. You acknowledge that Your timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees, and suitably configured computer products (collectively, “cooperation”) are essential to the performance of any Services as set forth in under this ordering document. Oracle will not be responsible for any deficiency in performing Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle’s ability to perform the Services depends upon Your fulfillment of the following obligations:

- a. Maintain the properly configured software and hardware/operating system platform to support the Services.
- b. Obtain licenses under separate contract for any necessary Oracle software and hardware programs before the commencement of Services.
- c. Maintain annual technical support for the Oracle software and hardware under separate contract throughout the term of the Services.
- d. Provide Oracle with full access to the relevant documentation and the functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- e. Identify a designated contact to Oracle, with the appropriate level of authority, to set priorities, coordinate activities and resolve conflicts between Your teams regarding the Services hereunder.
- f. Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g. a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.).
- g. Provide any notices, and obtain any consents, required for Oracle to perform Services.
- h. Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- i. Return all Oracle property (e.g., Oracle Advanced Support Gateway, hardware, VPNs, etc.) used for the delivery of Services upon Oracle’s request and in no event later than fourteen (14) days after the cessation of Services.
- j. Provide and/or support all third-party software in connection with the provision of the Services defined in the applicable exhibit(s) attached hereto.
- k. Provide complete and accurate information to Oracle regarding hardware system(s) for, or on, which Services are to be performed, including, without limitation, the serial number for the hardware system(s).
- l. Perform back-up or archival reproductions of all software and data contained on all hardware system(s), and within any of Your systems or equipment that may be affected by the Services, prior to the commencement of the Services.
- m. Prior to the commencement of Services, inform Oracle of any storage, server, system, application, equipment or environment modifications that may affect Oracle’s performance of the Services.
- n. Perform additional scope specific obligations as may be defined in the applicable exhibit(s) attached hereto.
- o. Work with Oracle to facilitate an efficient delivery of Services.

5. Data Privacy. In performing the Services, Oracle will treat the data that resides on Oracle, customer or third-party systems to which Oracle is provided access to perform Services in accordance with the Oracle Services Privacy Policy, which is available at <http://www.oracle.com/us/legal/privacy/services-privacy-policy-078833.html>. The Oracle Services Privacy Policy is subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of protection specified in the Oracle Services Privacy Policy during the period for which fees for Services have been paid.
6. Delivery of Services. Unless otherwise set forth in an applicable exhibit, Oracle will determine, in its sole discretion, whether Services are provided by remote delivery resources or delivery resources on-site at Your location. If Services are provided by delivery resources on-site at Your location, such Services will be provided by local delivery resources (i.e., delivery resources local to Your location) if available, as of the effective date of this ordering document. If local delivery resources are not available then on-site Services will be provided by non-local delivery resources. In addition to the fees set forth in this ordering document, You agree to reimburse Oracle, within thirty (30) days of the date of an invoice(s) for same, the travel expenses related to providing on-site Services at Your location. For Services provided by delivery resources on-site at Your location, Your location will be the location specified in the applicable exhibit.

If Services are provided by remote delivery resources, Oracle may provide Services by phone, via a customer-specific web portal (if ordered), and/or via electronic communication. For Services provided by remote delivery resources, You agree that Oracle may access Your systems throughout the performance of Services using an Oracle defined standard virtual private network ("VPN"), multi-protocol label switching ("MPLS") connection, or Oracle Web Conference ("OWC"). If necessary to perform Services under this ordering document, Oracle will provide You with a single pre-configured VPN or MPLS device. You are responsible for the installation of the VPN or the MPLS device on Your internet network, in accordance with Oracle's specifications, to create a network connection between Oracle and the customer site(s) as specified in the applicable exhibit(s).

You are responsible for ensuring that Your network and systems comply with specifications that Oracle provides and that all components of Your Oracle software environment are accessible through the VPN, MPLS, or OWC.

Oracle is not responsible for network connections or for issues, problems or conditions arising from or related to network connections, such as bandwidth issues, excessive latency, network outages, and/or any other conditions that are caused by an internet service provider, or the network connection.

Except for those Services identified in an applicable exhibit as Services to be provided twenty four (24) hours a day, seven (7) days a week ("24x7"), Services are delivered during local business days and hours, excluding local public holidays, in the time zone of the location specified in the applicable exhibit. Services are not available during non-business hours unless otherwise specified in the exhibit. Services designated "24x7" may be delivered at any time of day, seven days a week, including local public holidays.

This quote is valid through _____, and shall become binding upon execution by You and acceptance by Oracle.

{insert applicable Customer name}:

Oracle Corporation UK Limited

Authorized Signature: _____

Authorized Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signature Date: _____

Signature Date: _____

Ordering Document Effective Date: _____ *{to be completed by Oracle}*



**ADVANCED CUSTOMER SUPPORT SERVICES
FIXED SCOPE EXHIBIT**

ORACLE CONTRACT INFORMATION

Customer Name:
Ordering Document Number:
Exhibit Number:

This exhibit incorporates by reference the terms of the ordering document specified above.

A. Description of Services.

1. Services Ordered. You have ordered the service(s) listed below in the table.

Service Description #(s)	Service Description(s)	QTY	Fee
2.A	Oracle Migration Service		£
TOTAL FEE			£

2. Services Description.

- A. Oracle Migration Service. Oracle will perform the following Services to migrate Your existing databases (“Source Environment”) to Your Oracle destination databases (“Destination Environment”) as set forth below, (collectively referred to as “the migration Services”):

Source Environment (e.g., Oracle 9 DB)	Destination Environment (e.g., Oracle 11g DB)	Quantity (e.g., # of terabytes)

1. The migration Services will include the following:
- Conduct a preliminary meeting and orientation;
 - Provide access to, and training for, the Oracle Advanced Support Portal throughout the duration of the Services (“Portal”);
 - Assist in the installation and set up of the Oracle Advanced Support Gateway (as defined below) and data collectors;
 - Collect and maintain configuration data that identifies all of Your Oracle systems, software, servers, and storage components (“Configuration Items”) included in this service.
 - Assist in identifying Your business requirements for the migration Services;
 - Conduct pre-migration analysis (e.g., database options, object types and counts, invalid objects, table sizes, parameter settings) and planning (e.g., migration approach);
 - Oracle will review and evaluate whether the migration may be performed in accordance with Your business requirements. Oracle will recommend modifications in order to facilitate the migration in accordance with Your business requirements;

- h. Create a service delivery plan (which may include: change management processes, maintenance windows, complexity of the systems, business requirements of the systems, software versions, security requirements and organizational boundaries);
 - i. Conduct up to three (3) migration test runs of the Configuration Items (e.g., schema objects, users, tables, objects indexes, stored procedures) in Your Destination Environment;
 - j. Validate the migrated Configuration Items in Your Destination Environment (e.g., objects, users, tables and data migrated as anticipated) and record the associated migration duration;
 - k. Conduct one (1) migration from Your Source Environment to Your Destination Environment;
 - l. Provide monitoring of the Destination Environment over a contiguous forty eight (48) hour period during the migration;
 - m. Provide a migration summary report (e.g., summary of statistical information about the migration); and
 - n. Conduct a final meeting to review the migration summary report.
2. Oracle Advanced Support Gateway. The Services are delivered remotely, except as otherwise set forth herein, utilizing a gateway. A “gateway” is the computing platform, consisting of the Oracle Advanced Support Gateway available on [My Oracle Support](#) (“MOS”) and a physical or virtual hardware platform, which hosts Oracle’s tools. Oracle will provide the necessary software and instructions to install the gateway or You may provide Oracle remote access to install the gateway on Your behalf. Once the gateway is installed, Oracle will deploy additional software on the gateway which will be used to deliver Your Services. The gateway must be fully installed, connected and operational in order for You to receive the Services.

B. Your Service Specific Obligations and Project Assumptions.

You acknowledge that Your timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees, and suitably configured computer products (collectively, “cooperation”) are essential to the performance of any Services as set forth in this exhibit. Oracle will not be responsible for any deficiency in performing Services if such deficiency results from Your failure to provide full cooperation. For Services provided by remote delivery resources as described in section B.7 of the ordering document, You agree that Oracle may access Your systems at Your _____ site. For Services provided by resources on-site as described in section B.7 of the ordering document, Oracle will perform such Services at Your _____ location.

You acknowledge that Oracle’s ability to perform the Services depends upon Your fulfillment of the following obligations and the following project assumptions:

1. Your Service Specific Obligations.

1.1. Your Oracle Migration Service Specific Obligations.

- a. Provide Your recovery time objectives, post migration testing plans, and change management process requirements.
- b. Provide a server or virtual machine, if applicable, that meets Oracle’s minimum requirements and install the gateway software application and data collectors. Oracle’s minimum requirements for the gateway are available at <http://www.oracle.com/us/support/library/advanced-support-gateway-host-reqs-1896462.pdf>.
- c. Ensure all Configuration Items meet the eligibility requirements as described here: https://moemp.us.oracle.com/epmos/faces/SearchDocDisplay?_adf.ctrl-state=bp0mo64k9_85&_afLoop=585760312076936
- d. Prior to the commencement of the migration, the parties will confirm and agree to the service delivery plan as set forth above.
- e. Ensure that the recommendations provided by Oracle are implemented prior to Oracle performing the migration. You acknowledge and agree that Your failure to implement the recommendations may result in Oracle’s inability to perform the migration. In the event that Oracle is unable to perform the migration, Oracle will prepare an amendment to this exhibit for the change in the Services and increase in fees, if any, resulting from such failure. If You do not review and approve such amendment within five (5) days after Your receipt thereof, Oracle may terminate its performance of Services under this exhibit.

- f. Install patches, upgrades, updates, and/or fixes as recommended by Oracle to maintain the stability of the Configuration Items and/or to enable delivery of Services.
- g. Provide Oracle with serial numbers and/or other identification and entitlement information for the Configuration Items in the manner specified by Oracle.
- h. Changes required to the Configuration Items will be managed via the Portal.
- i. Allow Oracle to install software tools on the Source and Destination environments to perform the Services.
- j. Confirm the validity of the migration Services in the Destination Environments.
- k. Conduct performance, functional and acceptance testing for any dependent applications to the databases.
- l. Network Access Obligations
 - 1. Provide Oracle access to Your Configuration Items, twenty four (24) hours a day, seven (7) days a week throughout the duration of the Services using an Oracle VPN integrated into the gateway.
 - 2. Ensure that Your network and systems comply with specifications that Oracle provides and that all components monitored and patched by Oracle are accessible through the VPN connection when required.
 - 3. Maintain open ports and adjust firewall rules to allow appropriate network traffic to pass between the gateway and Oracle.

2. Service Specific Project Assumptions.

2.1. Oracle Migration Service Specific Project Assumptions.

- a. An Oracle Technical Account Manager (“TAM”) will be assigned to You, as Your primary contact for the Services, throughout the duration of the Services.
- b. All communication (verbal, written and electronic) associated with the delivery of the Services is in English only.
- c. Oracle will provide the Services using Oracle tools and systems (collectively, the “Advanced Support Platform”), including tools for collecting, managing, updating, and presenting information.
- d. Migration status and validation reports are available to You through the Portal throughout the duration of the Services.
- e. The Destination Environment includes a test and production instance.

You acknowledge that if Oracle’s cost of providing Services is increased because of Your failure to meet the obligations listed in the ordering document or this exhibit, failure to provide cooperation, or because of any other circumstance outside of Oracle’s control, then You agree to pay Oracle for such increased costs. Such increased costs may include time during which Oracle resources are under-utilized because of delays.

C. Term.

The term of Services shall be six (6) months from the effective date of the ordering document (“Term”).

Notwithstanding any provision or interpretation of this exhibit to the contrary, Oracle’s obligation to provide You with Services under this exhibit terminates on _____ (“End Date”).

As of the End Date, any portion of the Services that Oracle has not provided prior to the End Date shall be automatically forfeited by You on the End Date, and You shall not be entitled to any refund, or any credit toward additional or other Services, for any unused portion of the Services. In order for Oracle to provide Services to You after the End Date, Oracle and You shall mutually agree, in writing, under a separate ordering document and exhibit, to the terms and fees for such Services.

D. Fees and Expenses.

Upon Your execution, and Oracle’s acceptance of the ordering document, You agree to pay Oracle the total fee for Services ordered specified in section A.1. of this exhibit, as well as expenses and any applicable taxes related to the provision of such Services. The total fee will be invoiced in advance of the Services being provided. The total fee does not include expenses or any applicable taxes. Expenses will be invoiced monthly as they are incurred. Expenses are estimated to be, in the aggregate, an additional _____ GBP (£_____). All amounts payable to Oracle are due within thirty (30) days of the invoice date. All fees due under this exhibit are non-cancelable and the sums paid nonrefundable.

E. Project Management.

You shall designate a project manager who shall be solely responsible for (i) project management associated with this exhibit and (ii) direction of Services provided to You by Oracle under this exhibit. Oracle shall provide Services under this exhibit only under the direction of such project manager, who shall make all decisions in connection with anything relating to project management and direction under this exhibit.